

# **EXHIBIT B**

# TEAM RUBICON HOUSE RULES

## (your official employee handbook)

Welcome! Thank you for accepting the challenge of employment at Team Rubicon. You are now part of an organization striving to change the world. We believe you will be a valuable ass-kicking team member as we move toward this goal and are excited to have you onboard.

We are only as good as our people and I hope you'll take pride in being a member of TR. While we think of one another as family, it's important to have an explicit understanding of expectations and procedures—even families run into issues! This document sets forth some of those expectations we have of our employees. Please familiarize yourself with its contents as much as possible.

I hope your experiences with TR will be challenging and rewarding and help you grow both personally and professionally.

Again, welcome!

Sincerely,

A handwritten signature in black ink, appearing to read "Jake Wood", with a stylized, flowing script.

Jake Wood, Cofounder & CEO

Let's start with our Golden Rule.

## **RULE # 1**

**DON'T BE A DICK.**

Now that you have that down, please read carefully through the rest of the TR Employee House Rules and policies and contact People Operations with any questions.

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## **Nature of Employment**

Your relationship with Team Rubicon (TR) is that of an employee-at-will. Your job status does not guarantee employment for any specific length of time. Your employment with TR is entered into voluntarily and both you and TR are free to end the employment relationship at any time, for any or no reason, with or without cause or advance notice. If you have any questions about this please feel free to contact People Operations.

If your position requires additional pre-employment criteria, such as a background investigation, and you have been offered employment before any such investigation or test is completed, your employment is contingent upon satisfactory results.

## **Criminal Background Checks and Self-Reporting**

In order to protect our staff, volunteers and organization from undue harm and/or risk, TR requires that a criminal background check be completed upon hire as noted in your offer letter and your employment is contingent upon satisfactory results. Additionally, TR requires that you disclose any conviction or guilty plea that occurs while employed at TR to Candice Schmitt, Senior Director, People Operations at [schmitt@teamrubiconusa.org](mailto:schmitt@teamrubiconusa.org). All information provided will be protected against unnecessary disclosure. Please note, information disclosed may have the potential to affect your employment status if determined that the nature of the information disclosed puts our staff and/or organization at undue risk.

## **Equal Employment Opportunity (EEO) Policy**

TR shall follow the spirit and intent of all federal, state and local employment law and is committed to equal employment opportunity. To that end, the Board of Directors, Co-Founders, and leadership of TR will not discriminate against any employee or applicant in a manner that violates the law. It is the policy of TR not to discriminate against any applicant for employment, or any employee because of any characteristic protected under federal, state or local law.

TR will take action to ensure that the EEO Policy applies to all aspects of employment with particular regard to: advertising, application procedures, benefits, compensation, demotion, disciplinary action, employment, hiring, job assignment, job classification, layoff, leave, promotions, recruitment, rehire, social, recreational and educational activities, training, termination, transfer, upgrade, wages and working conditions. TR will continue to make it understood by the employment entities with which it deals, and in employment opportunity announcements that the foregoing is the organization's policy and all employment decisions are based on the evaluation of personal skill and merit.

It is the policy of TR to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. TR will not

tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of TR may have violated the Equal Employment Opportunity Policy should report the possible violation to the individual's supervisor, Co-Founder & CEO and/or any member of the People Operations team. If TR determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and/or termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, TR will inform the employee who made the complaint of the results of the investigation.

TR is also committed to complying fully with applicable disability discrimination laws and ensuring that equal opportunity in employment exists at TR for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on TR. Employees who believe that they may require an accommodation should discuss these needs with People Operations.

### **The Code of Conduct (The Code)**

The continued success of TR is dependent upon our members' and partners' trust and we are dedicated to preserving that trust. Employees owe a duty to TR, members, and the people who let us into their lives and homes during operations to act in a way that will merit the continued trust and confidence of the public.

Your signature acknowledging receipt of The Code indicates that you, as an employee, will represent yourself, the United States, and TR with the highest standard of personal conduct to include, but not limited to, the following:

- a) I will obey the laws of the United States of America and all nations whose jurisdiction I am in.
- b) I will not lie, cheat or steal.
- c) I will not use illegal drugs of any kind as defined by Federal law.
- d) I will not drink alcohol in excess.
- e) I will not exchange money, employment, goods or services for sex in any country, including sexual favors or other forms of humiliating, degrading or exploitative behavior.
- f) I will not have illegal or inappropriate sexual relationships.
- g) I will represent myself and my profession with the highest standard of professional conduct; never violating the principles of my training or profession.
- h) I will not operate outside the scope of my physical, mental, or emotional ability.
- i) I will treat organizational funds as if they were my own by maintaining a mission profile that mitigates costs within reason and ensures the maximum impact for every dollar spent.
- j) I will not seek financial compensation for my activities, outside of TR approved expense reimbursements.

- k) I will render lawful service to all in need, regardless of race, gender, religion, nationality or any other distinguishing factor.
- l) I will never present partisan information (supporting or endorsing political parties for candidates for office) while representing TR, in accordance with our organization's 501(c)(3) status.
- m) I acknowledge TR's program participants, staff and volunteers hold a variety of political, social, religious and personal beliefs. I will respect the views and opinions held by others I come in contact with while serving and will not try to force someone to adopt my viewpoint or opinion.
- n) I will not bring a firearm, an illegal knife, or other weapon of any kind at any time into any facility occupied or vehicle in use by TR or while involved in any activities for TR, including personally-owned vehicles, regardless of whether I am licensed to carry the weapon or not.
- o) I will properly care and account for money, vehicles, equipment, assets, assistance and property for which I am responsible.
- p) I will obey all lawful directives issued by my assigned Incident Commander, Directors, Supervisors, Leaders or TR staff members.
- q) I will display professional and respectful behavior towards all TR employees and members at all times.
- r) I will abide by the guidelines outlined in this document.

Compliance with this policy of business ethics and conduct is the responsibility of every TR employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

### **Whistleblower Policies**

As representatives of TR, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

#### Reporting Responsibility

It is the responsibility of all employees and leadership of TR to comply with The Code and to report violations or suspected violations in accordance with this Whistleblower Policy. If any employee reasonably believes that some policy, practice, or activity of TR is in violation of law or is unethical, a written complaint must be submitted to the Senior Director, People Operations at [schmitt@teamrubiconusa.org](mailto:schmitt@teamrubiconusa.org). Complaints may be anonymous or include the complainant's name and contact information.

#### No Retaliation

TR has zero tolerance for retaliation. No member of TR, who in good faith reports a violation of The Code or raises a complaint against a practice of the organization or another employee, shall suffer harassment, retaliation or adverse consequence. Anyone who retaliates against a team member who has reported a violation in good faith will be subject to termination of employment. This Whistleblower Policy is intended to encourage and enable team members and others to raise serious concerns within TR prior to seeking resolution outside the organization.

### Reporting Violations

TR has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, a supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with People Operations or anyone in leadership whom you feel comfortable approaching. Supervisors and managers are required to report suspected violations of The Code of Conduct to People Operations, who has specific responsibility to investigate all reported violations. For suspected fraud, or when you are uncomfortable with following TR's open door policy, individuals should contact People Operations or TR's Co-Founder & CEO directly. More information regarding reporting incidents that may be in violation of this policy can be found in the Incident Reporting SOG available online to employees and volunteers.

### People Operations (Human Resources)

People Operations is responsible for investigating and resolving all reported complaints and allegations concerning violations of The Code and, at its discretion, shall advise senior leadership. Leadership will determine if any other employees or the Board of Directors needs to be informed and/or engaged. Concerns about People Operations should be reported directly to TR's President & COO or Co-Founder & CEO.

### Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of The Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of The Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense and may result in termination of employment with TR.

### Confidentiality

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. All participants in the investigation are expected to keep all conversations confidential.

### Handling of Reported Violations

People Operations will notify the complainant and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.



## **Sexual and Other Unlawful Harassment**

TR is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, pregnancy, military status, or any other legally protected characteristic will not be tolerated.

Harassment is unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Examples of harassment include verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct constitutes harassment when: 1) it has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or 2) it has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) it otherwise adversely affects an individual's employment opportunities.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, you are **required** to report it immediately to your supervisor or People Operations. If your supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact any other member of the leadership team or People Operations. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. Communications will be made to others only on a limited "need to know" basis. When the investigation is completed, you will be informed of the outcome of the investigation. If you make a complaint under this policy and have not received a satisfactory response, you should contact People Operations.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise People Operations so it can be investigated in a timely and confidential manner. Upon completion of the investigation, if necessary, corrective measures will be taken. These measures may include, but are not limited to: training, counseling, warning, suspension, or immediate dismissal. Anyone, regardless of position or title, found through investigation to have engaged in improper harassment will be subject to discipline up to and including discharge. If the investigation is inconclusive, TR may still provide counseling or take other appropriate steps.

TR prohibits any form of discipline or retaliation for reporting in good faith the incidents of harassment in violation of this policy, pursuing any such claim or cooperating in the investigation of such reports.

### **Personal Relationships in the Workplace**

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (i.e. dating relationships and engagements).

Relatives of current employees may not occupy a position that will be working directly for or supervising their relative and therefore will not be hired or transferred into the same department. Individuals involved in a dating relationship with a current employee may also not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. For the purposes of this policy, a department is defined at the Director-level meaning employees who report to the same Director or above are considered in the same department.

If a relative relationship or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. If

the employees are at the same level, it is the responsibility of both employees to disclose the existence of the relationship.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Those with authority over others' terms and conditions of employment or privilege to employees' personal or employment files, are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the terms and conditions of employment of individuals in subordinate positions. Specifically, VP level and above and all members of the People Operations team are prohibited from engaged in romantic relationships with other employees.

Please refer to the Personal Relationships at TR Events (Namely Resources> TR Employee Policies) for guidelines around conduct and personal relationships with volunteers.

## **Employee Discipline**

The purpose of this policy is to state TR's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. By complying with these standards you will help to maintain a positive, safe work environment for you and your colleagues.

To address those times when you have not lived up to positive standards, we may provide you with counseling, institute progressive discipline, or terminate your employment if your conduct warrants it. We have the discretion to decide whether counseling, progressive discipline or immediate termination is appropriate. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

TR's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with TR is based on mutual consent and both the employee and TR have the right to terminate employment at will, with or without cause or advance notice. Nothing in this policy or set of guidelines should be construed as a promise of particular treatment in any given situation.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed as the discretion of People Operations and/or senior leadership.

Progressive discipline may be used when your supervisor at TR feels it is appropriate. The system of progressive discipline gives you notice of deficiencies in performance and an opportunity to improve. When misconduct occurs, progressive disciplinary action may include but is not limited to the following: counseling and/or verbal warning, written warning, suspension with or without pay, and/or termination.

Depending on the nature and severity of the misconduct as well as whether it has previously occurred, your supervisor and People Operations may investigate your actions. An investigation is designed to obtain all pertinent facts and may include interviewing you and other witnesses, reviewing documents, etc. Your friends, relatives, attorneys or other third parties are not allowed to participate in internal investigations. Failure to cooperate with an internal investigation is grounds for disciplinary action up to and including discharge.

When the investigation is complete, People Operations will review the facts and the policies. At that point, your supervisor and/or People Operations will determine whether you should be disciplined up to and including termination.

By using employee discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and TR as an organization.

### **Return and Care for TR Company Equipment**

I acknowledge that while I am working for TR, I will take proper care of all company equipment that I am entrusted with. I further understand this company equipment, including my computer, is issued to me on loan and that upon termination, I will return all property of TR in proper working order. I understand I may be held financially responsible for property that is lost or damaged due to negligence on the employee's behalf. I understand TR will pursue cost recovery if TR equipment is not returned by the last day of employment and that failure to return equipment upon the last day of employment with TR will be considered theft and may lead to criminal prosecution by TR.

### **Notice of TR Network Agreement Regarding Hiring TR Employees**

The Boards of Directors across the TR Networks have agreed that current employees at any TR entity interested in pursuing an opportunity with another entity in the TR network will require support from the CEO of the entity in which they are currently employed at, before the application is advanced. Furthermore, be advised that the TR entity of which they are applying to will disclose the application status, as well as any advancement of the application to the respective TR Entity with which the candidate is currently employed at.

### **Moonlighting Policy**

Moonlighting refers to the practice of working a second job outside normal business hours. An employee may hold a job with another organization as long as he or she has disclosed the intent to do so to his or her manager and/or People Operations in advance and it has been determined that there is

not a conflict of interest. Outside employment will present a conflict of interest if it has an adverse impact on Team Rubicon. Furthermore, an employee who has disclosed moonlighting must satisfactorily perform his or her job responsibilities with Team Rubicon. All employees will be judged by the same performance standards and will be subject to Team Rubicon's scheduling demands and organizational needs, regardless of any existing outside work requirements. If employee's management and/or People Operations determines that an employee's outside work interferes with performance or the ability to meet the requirements of his or her position, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with Team Rubicon.

Moonlighting for a competitor or setting up an after-hours business that competes with Team Rubicon may be considered grounds for dismissal. The same would hold true if an employee used or plans to use Team Rubicon's proprietary information, such as customer lists or mailing lists, for another employer (or in his or her own business) even if the second employer doesn't compete with Team Rubicon.

### **Non-Disclosure Agreement**

As part of your work, you may be dealing with personal and sensitive information about our members, supporters, and TR as an organization. It is important that you understand the importance of keeping this sensitive information secure. In consideration of receiving certain confidential information in connection with providing services to or on behalf of TR, you hereby agree as set forth below.

#### Confidential and Proprietary Information

- a) Agree not to use or disclose any Confidential Information (as defined below), except to the extent such use or disclosure is required in providing services to or on behalf of TR. Without limiting the generality of the foregoing, you agree not to, without prior written consent from TR, (i) divulge any Confidential Information to third parties; or (ii) copy documents containing any Confidential Information. In no event shall an employee use Confidential Information in a manner that is in any way detrimental to TR.
- b) For purposes of this Agreement, "Confidential Information" means all information and materials, in whatever form, whether tangible or intangible, disclosed by TR or any of its affiliates, or to which you otherwise gain access as a result of working for TR, pertaining in any manner to the activities of TR or its affiliates, consultants, members, or any person or entity to which TR owes a duty of confidentiality, whether or not labeled or identified as proprietary or confidential. All proprietary information of TR that is not known generally to the public, or is known only through improper means, is Confidential Information. Without limiting the generality of the foregoing, the following are deemed TR's Confidential Information: (i) ideas for research and development; (ii) computer records and software (including software that is proprietary to third parties); (iii) any other information which TR must keep confidential as a result of obligations to third parties; (iv) inventions whether or not patentable; (v) identities of customers, suppliers, or third party contractors, including without limitation any media, advertising, or public relations firms; (vi) TR's e-mail distribution list; (vii) TR's donor and

member lists and the identities of TR's donors and team members; (viii) People Operations data and information about employees; (ix) financial data; (x) polling and focus group information; (xi) any other information to which Volunteer has access while involved in TR's activities; and (xii) any goods or services you provide to TR under this Agreement.

- c) Upon separation, you will promptly deliver all TR originals and copies of all documents, records, software programs, equipment, media, all written and other material containing any Confidential Information in your possession to TR and shall not keep any copies thereof within seven (7) business days.
- d) Provisions of this Agreement and your obligations hereunder shall survive any expiration, termination, or rescission of this Agreement and remain even after an employee's relationship with TR ends. Except as provided herein, an employee is prohibited from disclosing or using any Confidential Information in all circumstances, including but not limited to subsequent engagements or employment with third parties.

### Remedies

- a) Violation of the terms of this Agreement may cause damage and harm to TR and that any such damage or harm will be difficult if not impossible to calculate in monetary terms and will be irreparable to TR.
- b) Upon notice from TR declaring a breach of this Agreement, you shall immediately cease all further activities which are, or are claimed by TR to be, a breach of this Agreement and shall immediately return to TR any and all written or other tangible material containing any Confidential Information in your possession and shall not keep any copies thereof. TR may also avail itself of any other remedies available by law.

### Severability

- a) If any part of the Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

### Signature

- a) Your signature acknowledging receipt of the this document indicates that you agree to each of the following:
  - i. I am executing this Agreement voluntarily and without any duress or undue influence by TR or anyone else; and
  - ii. I have carefully read this Agreement. I have had the opportunity to ask any questions needed for me to understand the terms, consequences and binding effect of this Agreement and fully understand them.

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment.

**Volunteer Participation Status After Termination of Employment**

Employees who terminate employment voluntarily or due to lay off or downsizing will be permitted to volunteer with Team Rubicon after employment has ended immediately and without change to their existing participation status. People whose employment is terminated involuntarily, with the exception of layoff, will automatically be placed on a 90-day “cooling period” restriction during which time, the person will not be permitted to volunteer with Team Rubicon. Furthermore, individuals whose reason for termination is due to violation of a zero-tolerance policy such as harassment or discrimination, gross misconduct, or violation of our ethical and/or conduct codes may be permanently dismissed from volunteering with Team Rubicon. In the latter event, the person will be notified by People Operations at the time of termination. At the end of the 90-day “cooling period,” it is the responsibility of the individual to request that participation status be reviewed by providing written notice of desire to volunteer to the Volunteer Support Manager or the Territory Deputy Director via email. Policy applies to contractors and temporary employees whose assignments are ended for cause.

**Employee House Rules (Handbook) Acknowledgement of Receipt**

The Employee House Rules describe important information about my employment with Team Rubicon (TR) and I understand that I should consult with my supervisor or People Operations regarding any questions not answered in these policies. I have entered into my employment relationship with TR voluntarily and acknowledge that there is no specific length of employment. Accordingly, either TR or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information and policies described here are subject to change, I acknowledge that revisions to these guidelines may occur, except to the policy of employment at will. All such changes will be communicated electronically, and I understand that revised information may supersede, modify, or eliminate existing policies.

Only TR has the ability to adopt any revisions to the policies within these employee guidelines.

Furthermore, I acknowledge that these guidelines are neither a contract of employment nor a legal document. I acknowledge that I have access to the Employee House Rules via Namely Resources and that I will not receive a paper copy, and I understand that it is my responsibility to read and comply with the policies contained and any revisions made to it.

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Signed

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Printed Name

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Date